# अनुबंध|Contract

Member In Charge

Member In Charge



अनुबंध क्रमांक | Contract No: GEMC-511687771843098 अनुबंध तिथि | Contract Generated Date : 01-May-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/4847499</u>

संगठन विवरण|Organisation Details

प्ररूप|Type: Central Autonomous मंत्रालय|Ministry: Ministry of Education

विभाग | Department : Department of Higher Education संगठन का नाम|Organisation Name : Aligarh Muslim University (AMU)

कार्यालय क्षेत्र|Office Zone:

UP

खरीदार विवरण|Buyer Details

पद | Designation : Superintendent CAW संपर्क नंबर|Contact No. : 0571-2700920-5629

ईमेल आईडी|Email ID : buycon98.amua.up@gembuyer.in

जीएसटीआईएन|GSTIN: 09AAAIF0086H2ZB

Central Automobile Workshop & Transport (CAW) Aligarh

पता|Address: Muslim University,

ALIGARH, UTTAR PRADESH-202002, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमित IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval :

भुगतान प्राधिकरण विवरण|Paying Authority Details

PAO भुगतान का तरीका|

Payment Mode:

Offline

पद|Designation: Member in Charge

ईमेल आईडी|Email ID : pao32.amu.aligarh@gembuyer.in

जीएसटीआईएन|GSTIN : 09AAAJF0086H2ZB

Central Automobile Workshop & Transport (CAW) Aligarh

पता|Address: Muslim University.

Aligarh, UTTAR PRADESH-202002, India

परेषिती विवरण|Consignee Details

क्र.सं.|S.No परेषिती नाम & पता|Consignee Name & Address सेवा विवरण|Service Description संपर्क|Contact: 0571-2700920-5629 र्डमेल आईडी।Email ID: buycon98.amua.up@gembuyer.in जीएसटीआईएन|GSTIN: 09AAAJF0086H2ZB Motor Insurance Service - Tata Winger 14 seater with driver and cleaner; 1501 to 2500 CC पता|Address : Central Automobile Workshop & Transport (CAW) Aligarh Muslim University, ALIGARH, UTTAR PRADESH-202002, India

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रैता आईडी|GeM Seller ID : WPUR200001686415

कंपनी का नाम|Company Name: NATIONAL INSURANCE COMPANY LIMITED

संपर्क नंबर|Contact No. : 08335080183 ईमेल आईडी|Email ID : ravis.iyer@nic.co.in

Premises No.: 18-0374,Plot No.: CBD-81,Rajarhat,New Town, पता| Address : North 24 parganas, WEST BENGAL-700156, -

एमएसएमई सत्यापित|MSME verified:

एमएसएमई पंजीकरण संख्या|MSME Registration number :

19AAACN9967E1Z0 (B), 07AAACN9967E1Z5 (B), 33AAACN9967E1ZA (B), 24AAACN9967E1Z9 (S), 18AAACN9967E1Z2 (B), 27AAACN9967E1Z3 (B), 19AAACN9967E1Z0 (R), 07AAACN9967E1Z5 (B), 09AAACN9967E1Z1 (B), 22AAACN9967E2ZC (B),

08AAACN9967E1Z3~(B)~,~36AAACN9967E6ZZ~(B)~,~27AAACN9967E1Z3~(B)~,~(B)~,~23AAACN9967E1ZB~(B)~,~20AAACN9967E2ZG~(B)~,~20AAACN9967E1ZB~(B)~,~20AACN9967E1ZB~(B)~,~20AACN9967E1ZB~(B)~,~20AACN9967E1ZB~(B)~,~20AACN9967E1ZB~(B)~,~20AACN9967E1ZB~(B)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Buyer

सेवा विवरण|Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 17-May-2024

सेवा समाप्ति तिथि| Service End Date: 28-May-2025

श्रेणी नाम|Category Name: Motor Insurance Service

बिलिंग चक l Billing Cycle: yearly

जीएसटीआईएन|GSTIN:

बिलगं चेक्र Billing Cycle: yearly						
	विवरण Description	Number of vehicles to be insured	Total Premium ( in INR)			
Type of Vehicle	Tata Winger 14 seater with driver and cleaner					
Engine Capacity (CC) range	1501 to 2500 CC					
Additional Covers needed	Own Damage (OD) Cover, Third Party Cover					
Premium Payment Options	Annually					
General Insurance List of Insurer from where insurance to be taken(can	Acko General Insurance Ltd., Bajaj Allianz General Insurance Co. Ltd., Future Generali India Insurance Co. Ltd., ICICI LOMBARD General Insurance Co. Ltd., IFFCO TOKIO General Insurance Co. Ltd., Kotak Mahindra General Insurance Co. Ltd., National	1	26423			

indicate multiple service providers)	Insurance Co. Ltd., Reliance General Insurance Co. Ltd., SBI General Insurance Co. Ltd., Tata AIG General Insurance Co. Ltd., The Oriental Insurance Co. Ltd., United India Insurance Co. Ltd.	nsurance Co. Ltd., The			
	कुल राशि (सूत्र)   Total Amount (Formula) : (Total Premium ( in INR))				
ऐडऑन के बिना कुल मूल्य  Tota	26423				
कुल एडऑन मूल्य  Total Addo	0				
ऐडऑन सहित कुल मूल्य  Total \	26423				
अतिरिक्त जानकारिया Addition	al Details				
• Insurance Start Date : 20	24-05-23T18:30:00.000Z				
अनुबंध की राशि Amount of Contract					
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		26423			
मूल्य विभाजन की पेशकश	की Price Break up offered : प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिक Price Break up offered Docum	nent link			
एसएलए विवरण SLA D	etails				

## SERVICE STC

#### SPECIAL TERMS AND CONDITIONS FOR

#### Motor Insurance

#### 1. Preamble

- All contracts related to Motor Mediclaim Insurance placed through GeM shall be governed by the following set of Terms and Conditions:
- 1. General terms and conditions for Goods and Services
  - II. Service STC contained in this document
    - III. BID / Reverse Auction specific ATC
- The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions.
- This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Government/Buyer and Agency/Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.

### Objectives and Goa

The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the Buyer by the service provider. The goal of this document is to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the Buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

## 3. Stakeholders

The main stakeholders associated with this agreement are:

- Buyer: The Buyer/ Client is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms
- Service Provider: The service provider is responsible to provide all the required services in timely manner and to the satisfaction of Buyer or its authorized representative. The service provider may also include seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and Deductions in case of non-adherence to the defined terms and conditions.

## 1. Service Scope

The service provider to provide insurance cover vehicles of the Buyer.

## 2. Standard Terms and Conditions for Insurance

- The terms and conditions of insurance cover and the policies, warranties and clauses need to be strictly in line with the provisions and notifications issued by IRDA from time to time
- The Service Provider must agree with all the Terms and Conditions specified in the bid document by the Buyer. The policy issued by the Insurer must be compliant with the T&C of the bid document.
- Fair disclosure of material features relating to the risks should be disclosed by the Buyers to the insurers to enable them understand the risks and quote appropriate terms.
- The Buyer reserves the right to reject the tender / bid if the proposal of the bidder mentions exceptions, conditions or special conditions that are not aligned with the Terms and Conditions as specified by the Buyer in the Bid document.
- During pre-qualification and evaluation of the bid, the Buyer may, at its discretion, ask bidders for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by the Buyer.
- Insurer should clearly indicate the list of 'Exclusions and Assumptions' in the proposal they submit to Buyer.
- Once an insurance has been awarded (policy has been purchased) for a given period, the insurance company shall have no right to unilaterally terminate the operation of the policy during this period.
- In case there is an addition during the contract (policy) period, the coverage would be extended without any reservation. The Buyer will intimate all such new additions to the Insurer periodically. Additional premium, if any, due to such inclusion may be advised to Buyer periodically. Similarly, for separations the Buyer will inform the Insurer

- and the premium to be paid by Buyer would be pro-rated/ recalculated.
- In case of foreclosure of the policy/contract, the premium on pro rata basis should be refunded
- No insurer shall assume any risk in India in respect of any insurance business unless and until the due insurance premium is paid in advance before the commencement of Risk date/time
- Insurance companies may offer Add-on covers as per IRDA guidelines in-addition-to the coverage sought in this Tender. No weightage will be given to such Free Add-on covers during bid evaluation. However, any such Add-Ons indicated in proposal by Bidder must mandatorily be offered to all the insured.
- The bidders (Service Providers) must not divulge personal information of the insured to any external party, without the consent of the Buyer
- In case of any grievances, Buyer may file complaints either with the concerned Insurance Company or with Insurance Regulatory and Development Authority (IRDA).
- The details of the Insurance Ombudsman for all jurisdictions must be clearly indicated by the Service Provider, where necessary.
- Before the end of contract, the Insurer must give a detailed report with the statistics of the insurance claimed during the period
- The Buyer may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidders, if the bidder makes any misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements or if the bidder fails to provide related clarifications sought by Buyer within the stipulated timelines.
- Service Provider must keep confidential any information received from or about Buyer because of or in connection with the submission of the bid response. The Buyer will also not disclose the information provided by Bidder in a response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law.
- Whilst all reasonable care has been taken by Buyer when providing information in this bid document, the figures, documents and details are presented in good faith.

  Bidders indemnify Buyer from any claims, liabilities or costs that may arise due to this. Bidders may seek additional information where deemed necessary but the decision to provide any additional details will be the sole discretion of the Buyer.
- More than one bid from the same bidder shall disqualify the bidder from participation in the bid.

#### 3. Standard Terms and Conditions for Motor Insurance

- Third-party insurance (also sometimes referred to as 'act-only' insurance) is a statutory requirement for all vehicle owners as per the Motor Vehicle Act. Hence, the same must be complied with.
- Dedicated Toll-free numbers at insurer end along with two implants (contact persons).
- Uniform Coverages/Discounts/Rates/Deductibles to be allowed across all make models including two wheelers depending upon vehicle age.
- Cashless settlement of motor claims at garages authorized by Insurer across India

#### 4. Service Formula

- The following formula will be used to calculate the value of this contract.
- Total Contract Value = Total Premium quoted by service provider.

## 5. Payment Schedule

- The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.
- Payment schedule to be as per payment terms specified in bid document.

## 6. SLAs and Deductions

S.No.	SLA	Deduction
1.	Settlement of all claims by Service Provider within 30 days from the date of submission of complete documents by the Buyer.	Interest at the rate of 20% p.a. on the delayed claim amount.

# शुद्धिपत्र|Corrigendum

1. तक बढ़ाया गया|Extended Upto: 2024-04-26 18:00:00

## अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार|Additional Required Data/Document(s) : Buyer

- 1. Service Provider and it's insurance company must have been in the Insurance business in India for at least XX years: 5 Years
- 2. Service Provider and it's insurance company should currently be providing insurance to at least YY Government, Semi-government, PSU, Govt. Undertaking, Autonomous bodies, Educational institutes of national repute, etc.: 10
- 3. Details for vehicles to be insured: click here
- 4. Scope of work .Advisory- With reference to Order F.No. 14017/64/2020-Ins. II issued by the Department of Financial Services under Ministry of Finance, it is advised not to include Net-Worth as a criterion for Public Sector General Insurance Companies in General Insurance tenders. :click here

# अतिरिक्त डेटा/दस्तावेज़ : विक्रैता|Additional Data/Document(s) : Seller

- 1. Certificate (Requested in ATC) : click here
- 2. Certificate From Authorized Signatory On Company's Letter Head, With Details Summarized As Per Buyer's Requirement: click here
- 3. Certificate From Authorized Signatory On Company's Letter Head, With Details Summarized As Per Buyer's Requirement: click here
- 4. Valid Proof Of Last Three Years Claim Settlement Ratio Should Be Attached Authenticated By Irda Or Published By The Insurance Company: click here
- 5. The Bidder Should Not Currently Be Blacklisted By Government Organizations. Certificate From Authorized Signatory On Company's Letter Head.: click here.
- 6. Copy Of Irda License And Its Renewals Over The Period May Be Provided: click here
- 7. Documentary Proof Against Solvency Ration Requested By Buyer: click here

ईपीबीजी विवरण   ePBG Detail					
सलाहकार बैंक   Advisory Bank :	NA				
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA				

# नियम और शर्तें|Terms and Conditions

- 1. General Terms and Conditions-
- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 Generio

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2.2 Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form / Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 2.3 Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 2.4 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.